

# **VIRGINIA DEPARTMENT OF SOCIAL SERVICES**

## **REQUEST FOR PROPOSALS For FY 2012 funding under the STRENGTHENING FAMILIES INITIATIVE**

**RFP NUMBER: CVS-11-083**

**Application Deadline: 3:00 p.m., Monday, August 1, 2011**

This Request for Proposals (RFP) is being issued by the Virginia Department of Social Services (VDSS) to solicit proposals and establish a contract for services, through a competitive negotiation, using best-value acquisition procedures as defined below:

**Definition: Best-Value Acquisition (BVA):** A process used to acquire goods and non-professional services in which best value concepts will be applied. The best-value award is based on evaluation criteria as stated in the solicitation, coupled with consideration of the price of the goods and nonprofessional services that offer the greatest benefit(s) in meeting the needs of the public body. Refer to RFP Section V for more information.

**An optional pre-proposal conference will be held from  
10:30 a.m. – 12:30 p.m., Friday, June 10, 2011  
Virginia Department of Social Services  
801 East Main Street  
Richmond, VA 23219**

**THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH THE CODE OF VIRGINIA OR AGAINST A BIDDER OR OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, STATUS AS A SERVICE DISABLED VETERAN, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT.**

Eligible applicants include non-profit organizations, faith-based organizations, and collaborative partnerships made up of public and private sector agencies located in the Commonwealth of Virginia. Organizations and agencies that are pending incorporation and/or pending approval of the 501(c) 3 status of the IRS code as of July 1, 2011, are not eligible to apply.

**REQUEST FOR PROPOSALS (RFP)**  
**RFP No. CVS-11-083**

Issue Date: June 1, 2011

Title: Virginia Department of Social Services (VDSS)  
Strengthening Families Initiative (SFI)

Commodity Code: 95243

Location: Statewide

Contract Period: October 1, 2011 – September 30, 2012  
(with one 1-year optional renewal period)

Sealed Proposal Due Date & Time: **August 1, 2011 before 3:00 p.m. Eastern Standard Time**

Issuing Agency: Commonwealth of Virginia  
Department of Social Services  
Community and Volunteer Services  
801 East Main Street, 15<sup>th</sup> Floor  
Richmond, VA 23219-2901

**SEALED PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ABOVE ADDRESS.**

Proposals for providing the services described herein will be received subject to the conditions cited herein until the proposal due date and time shown above. **PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED WITHOUT CONSIDERATION. PLEASE DO NOT FAX OR E-MAIL.**

**A CD of the entire proposal must also be included. The CD shall be labeled with the RFP Title, RFP Number, and the organization's name. Please see PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS for additional proposal guidance.**

All inquiries for information should be directed to Curtis Smith: Phone: (804) 726-7062  
E-mail: [curtis.smith@dss.virginia.gov](mailto:curtis.smith@dss.virginia.gov)

In compliance with this Request for Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned Applicant agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation (***complete the following sections and attach this page to the front of the proposal.***)

<hr/> <div>(Name of Organization)</div> <hr/> <div>(Address – Line 1)</div> <hr/> <div>(Address – Line 2)</div> <hr/> <div>ZIP Code:</div> <hr/> <div>Facsimile: (    )</div> <hr/>	<div>Date:</div> <hr/> <div>Signature:</div> <hr/> <div>Printed Name:</div> <hr/> <div>Title:</div> <hr/> <div>Phone: (    )</div> <hr/> <div>E-mail:</div> <hr/>
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**RFP No. CVS-11-083**

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## REQUEST FOR PROPOSALS – RFP No. CVS-11-083

### 2011 - 2012 VDSS STRENGTHENING FAMILIES INITIATIVE

#### I. PURPOSE:

The Virginia Department of Social Services (VDSS) is developing an integrated approach to strengthening families at every point of client contact to ensure better outcomes for Virginia's citizens. This fundamental shift focuses on (1) reducing non-marital births, (2) connecting and reconnecting fathers with their children, and (3) encouraging the formation and maintenance of safe, stable, intact, two-parent families.

The Strengthening Families Initiative (SFI) grant seeks to provide funds to support intensive services that will lead to desirable and measurable child and family well-being outcomes. To ensure better outcomes for Virginia's citizens, the VDSS seeks to strengthen families at every point of client contact. *The primary focus of this funding opportunity is on strengthening the non-custodial father's everyday emotional and financial role in the family and in the lives of his children. Priority consideration will be given to community-based partnerships supporting projects that incorporate measurable activities and services documented in evidence-based responsible fatherhood and healthy marriage projects.*

**Basic components of all evidence-based programs include the following:**

- **Logic Model/Articulated Theory of Change;**
- **Book, manual, or training materials with components of practice protocol that describes how to administer it;**
- **Practice is generally accepted in clinical practice working with families in prevention programs; and**
- **There is no evidence that the practice is harmful compared to its likely benefits.**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to award multiple one year grants with a one year renewal opportunity to public and private non-profit, incorporated agencies and organizations in Virginia for the provision of services that address documented locally determined priorities and needs. **Contracts will be awarded for a one year period (FY 2012) beginning October 1, 2011 and ending September 30, 2012. VDSS anticipates awarding a one year renewal based on grantee performance and fund availability.**

Funding for this grant opportunity is authorized under the Title IV-B, Subpart 2, Promoting Safe and Stable Families (PSSF) program, PSSF is authorized under Title IV-B, Subpart II of the Social Security Act, as amended, and is codified at SEC. 430 through 435 [42 U.S.C. 629a through 629e]. The PSSF program was initially created in 1993 as the Family Preservation and Support Services Program, geared toward community-based family preservation and support. In 1997, the program was reauthorized under the Adoption and Safe Families Act (ASFA) and renamed the PSSF Program. The objective of PSSF funding is to provide culturally sensitive community-based services that promote safe and stable living situations for children and families to prevent out-of-home placements.

The funding for this RFP supports the development of family strengthening projects that create strong partnerships at a state and local level and between faith-based partners, public and private organizations, and other stakeholder groups.

Recipients of the proposed services provided by organizations receiving PSSF grant funds may be, but are not required to be, eligible for TANF benefits.

The total funds available for the initial award period are approximately \$750,000, which includes a combination of federal/state/local PSSF funds. The CFDA number is 93556. All funding levels are subject to fund availability. Recipients of funding through this solicitation must comply with federal and state laws and regulations. An Applicant's total proposed budget must include a 15.5% local match, preferably some in cash (federal/state funds cannot be used as match). A combination of a cash and in-kind match is allowable.

Funds will be awarded to organizations, and/or agencies that have proven records of effectively delivering the described services and successfully leveraging private and public sector dollars to carry out activities. Applicants should be reasonable in their request and recognize that funds will be distributed to support services across Virginia. Funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

Applicants may submit ONLY ONE proposal, but may partner with other organizations or agencies in submitting their proposal.

A variety of options exists for the development of proposals which may vary and can include any combination of eligible organizations. Submission of a group proposal (or expansion of an existing project) is strongly encouraged wherever feasible, for services, economies of scale, and/or the geographic coverage of partner agencies.

Where multiple organizations and agencies are involved in one proposal, a lead agency and fiscal agent must be identified. The applicant must be the lead agency. If an agency other than the applicant is to serve as the fiscal agent, that organization must sign an additional document after the award (such document will confirm the intent of the organization to comply with state and federal fiscal requirements). Once an award is made, the fiscal agency must also identify a contact if one has not already been specified in the proposal.

#### Activities Allowed

Funds may be used in the following manner:

- a. Encourage father involvement and responsibility in raising healthy children.
- b. Prevent and reduce non-marital births, and promote healthy relationships between parents and among parents and their children.
- c. Demonstrate that project staff understands, acknowledges and respects cultural differences between themselves and their clients and that the materials used in the project reflects the cultural, linguistic, racial and ethnic diversity of the populations served.

#### Activities Not Allowed

Funds may not be used in the following manner:

- a. Purchase of equipment costs in excess of \$500
- b. Any expenses for rent or space use.
- c. Purchase of any vehicle.
- d. Medical services other than pre-pregnancy family planning services.
- e. Sectarian worship, instruction, or proselytization.
- f. Payment of salary or compensation to a federal employee.
- g. Payment of portions of a salary in excess of the proportion of actual time spent in carrying out the sub-grant.
- h. The contractor funded under this sub-grant shall not use these project funds, provide services, or employ or assign personnel, in a manner that supports or results in the support of projects with any partisan political activity or any political activity associated with a candidate or contending faction or group in an election for public or party office.

## **II. BACKGROUND:**

The VDSS SFI supports the Administration for Children and Families (ACF) recommendations that encourage collaboration between Healthy Marriage, Responsible Fatherhood and Domestic Violence projects in designing, implementing and evaluating projects at a federal, state, and local level. The Center for Law and Social Policy (CLASP) report, *“Building Bridges between Healthy Marriages, Responsible Fatherhood, and Domestic Violence Projects”* (December 2006), traces the federal government's interest in supporting projects that will build strong families. The CLASP researchers highlighted the problems of “father absence,” namely, that too many fathers —whether married, separated, divorced, or never married — were not fulfilling their financial, social, or moral responsibilities to their children. Other studies have emphasized the important positive role that fathers can play in their children’s lives, and how healthy marriage, responsible fatherhood and domestic violence supporters can collaborate to improve family outcomes.

Research shows that children who grow up in intact, two-parent families with both parents do better on a wide range of outcomes than children who grow up in single-parent families. Nationally, children who are raised by single parents are at greater risk of living in poverty, dropping out of school, teenage pregnancy, juvenile delinquency, and experiencing health, emotional, and behavioral problems than children growing up in two-parent families. While growing up in a single-parent home is not the only indicator of these negative outcomes, family structure has a direct impact on the overall well-being and long term outcomes of children.

In Virginia, the recent economic turbulence has exacerbated these societal shifts, while the demand for core public services continues to increase. Many of Virginia’s citizens are experiencing serious financial hardships for the first time, while others, already known to our human service organizations, are forced to rely heavily on government support. In Virginia, poverty rates are higher for children, less educated adults, female-headed households, and families with no working adults. Virginia families that are headed by women have a 31% chance of experiencing poverty, compared to only 4% of married families with children. Over the past several decades, Virginia demographic

trends consistently demonstrate that marriage rates have decreased, non-marital births have increased, and the number of children raised in single-parent homes has increased.

#### **Strengthening Families Initiative Key Strategies:**

Understanding changes in family structure and the basic demographic characteristics of the people we serve is critical for shaping the way social projects and policies are administered. In order to achieve system-change, key strategies must be employed to align policies and practices effectively. These strategies include:

- Development of a practice model that sets forth our standards of professional practice and serves as a values framework that defines relationships, guides thinking and decision-making, and structures our beliefs about individuals, families and communities
- Establishment of outcome measures, process measures, and benchmarks relevant to the work of VDSS and in alignment with the values outlined in the practice model
- Evaluation and revision of policies and processes across all VDSS divisions and project areas for alignment with the goals of the initiative
- Identification of opportunities to streamline and maximize Department resources through performance-based contracting, reallocation of funds, and waiver processes
- Development of a comprehensive communication and outreach strategy for targeted messaging through marketing campaigns, trainings and conferences, and the dissemination of information
- Development of strategic partnerships with internal and external partners to garner support and influence the civil society
- Development and implementation of family strengthening best practices related to fatherhood involvement, parenting, and healthy relationships and marriage through grant opportunities to local communities

### **III. STATEMENT OF NEEDS:**

#### **A. Overview**

Traditionally, social services agencies have focused primarily on custodial parents - typically mothers and children. However, VDSS also seeks to play a vital role in providing community-based organizations with the resources they need to assist non-custodial fathers in becoming more engaged in their children's lives. The involvement of fathers and the structure of families and their impact on the well-being of children are major concerns across the nation. Father absence and the factors that interfere with a father's role in the family can create unhealthy family relationships. According to the National Child Welfare Resource Center for Organizational Improvement (NRCOI), healthy marriage and family formation are of the utmost importance to families involved in the child welfare system. VDSS seeks to examine the important role of men as fathers and husbands in the healthy development of children, strong families and caring communities. This funding will assist VDSS in exploring the challenges and opportunities experienced in communities throughout the Commonwealth of Virginia.

Proposals shall identify activities to strengthen families, engage fathers, promote healthy marriages/relationships, help troubled marriages; or specify activities for parents to develop skills leading to healthy co-parenting and healthy marriages/relationships. Proposals shall include the projected number of clients or participants to be served by the project from the following target populations.

- Families with children under age 19
- Married or divorced couples
- Unmarried couples in committed relationships
- Families living below the federal poverty level

## **B. Focus Areas**

Locally identified community needs and target populations to be served must be consistent with the project focus areas identified below. Projects may include classes, seminars, workshops, conferences, support groups, mentoring services, and preventive counseling designed to strengthen family relationships and/or marriages at any stage in the relationship. Projects that choose the format of "classes" for service delivery should follow an evidenced-based curriculum and complete of a minimum of six (6) classes per series. The display or distribution of brochures, newsletters, leaflets, etc. at public places or events (e.g., libraries, malls, fairs, etc.) and on websites do not generally produce measurable outcomes and should not be included as project expenses.

**For purposes of this contract, funds may only be used for Family Support Services as defined below:**

***Family Support:** Services often provided at the local level by community-based organizations. They are voluntary, preventive activities to help families nurture their children. These services are designed to alleviate stress and help parents care for their children's well-being before a crisis occurs. They connect families with available community resources and supportive networks which assist parents with child rearing. Family support activities include respite care for parents and care givers, early development screening of children to identify their needs, tutoring health education for youth, and a range of center-based activities.*

**Note:** *Activities may include providing communication and problem solving skills to improve child well-being that assists caseworkers and parents in maintaining healthy and safe family relationships.*

An organization may submit a proposal for a single focus area or more than one focus area, with specific objectives for each, that can be met within the timeframe and funding provided in the grant.

**Note:** *A determining criterion is not the number of focus areas addressed in the proposal but how well the applicant makes the case for successfully addressing the selected focus area(s), within the time and funding allocated.*

Proposals must include the scope of services, objectives, strategies, outcomes, and performance measurement plans sufficient to achieve success in the chosen area(s) of focus. Applicants must explain why they selected the need as their focus area and how they identified the need. It is recommended that the needs assessment information included in the proposal contain data collected since 2005.

**Funded projects must document measurable positive changes in the lives of the participants and their families throughout the project reporting period.**



**Applicants are expected to include project incentives proven to encourage and support target audience participation (e.g., bus tokens for employment training and counseling services; food served during support group meetings; and utility deposits and /or partial payments to avoid disconnection of service, excluding telephone services, to name a few). Direct client services should constitute the majority of the total budget. Ideally, project staff salaries should not exceed more than 50 percent of the total budget. Administrative staff salaries are limited to 8 percent of the total budget.**

**The project areas listed below are examples of desirable project activities intended to address state and local challenges.**

**1. RESPONSIBLE FATHERHOOD**

- Activities that enhance a father's emotional and financial involvement with his children in order to strengthen his relationship with the child and birth mother. Proposed activities should contribute to the well-being of the children and promote their physical, emotional, intellectual and social development.
- Activities that address the employment needs of fathers. Such activities must include the coordination of formal arrangements with existing employment services, such as welfare-to-work referrals to local employment training initiatives. Activities may include assistance with obtaining professional licenses (e.g., barber licenses, commercial driver's licenses, and driver's license reinstatements required to obtain employment).
- Support groups and formal mentoring activities that use evidenced-based fatherhood practices among participants who have encountered situations similar to one another. Topics may include discussions on the emotional strain of divorced fathers separated from their children, emotional or resource support needs of single parent fathers and fathers who were raised in father absent households, or other support needs.
- Projects that assist participants in knowing the importance and value of father engagement and involvement in casework practice.
- Activities that assist fathers in learning how to navigate the legal system in the areas of modifying child support obligations modification, custody issues, court ordered visitation, father's rights, and the restoration of civil rights.
- Activities that focus on effective male-centered parenting education, father engagement and involvement, and healthy marriages and/or relationships.

**2. HEALTHY MARRIAGE and/or RELATIONSHIPS**

- Activities that assist parents with forming committed relationships that are conducive to building a healthy relationship for the child and family. This may include premarital counseling, and skills-based marriage education about the benefits of marriages and two parent families.
- Employment training opportunities for couples in a committed relationship, to help couples move toward stable relationships and family-friendly employment to improve

their economic circumstances.

- Education and awareness strategies that support healthy and safe family practices, engage fathers in the lives of their children and families, and encourage responsible fatherhood, to help parents develop commitments to avoid unplanned or repeat pregnancies.
- Community collaborations that reduce non-marital births, encourage healthy relationships and connect families with services in their local communities in order to assist them in developing effective parenting and relationship skills that ensure the safety and well-being of children.

### 3. RESPONSIBLE PARENTING

- Services involving custodial and non-custodial parents to include topics such as appropriate discipline, child development, effective communications, conflict resolution, and divorce reduction projects including mediation, counseling and co-parenting skills to assist in resolving issues impacting the father's access to, and relationship with, his child(ren).
- Projects that reduce unintended pregnancies and promote responsible decision making by both men and women about when and whether to become a parent.
- Projects addressing the causes of domestic violence and child abuse to enhance both parents' knowledge on making healthy relationship choices and building healthy families and marriages.

### 4. YOUTH PROJECTS (ages 13 – 19)

- Projects that prepare local teenagers for healthy dating relationships, marriage and parenting.
- Activities in high schools and faith-based organizations on the value of marriage, relationship skills, and budgeting.
- Projects targeting teen parents that stress awareness, education, skill-building and training regarding preventing abuse and neglect when they become parents.
- Mentoring projects that match married fathers who live in the same household with his children, with children who are living in a father-absent home.

#### Additional specific requirements for this funding opportunity include:

- Projects must link funded services to a community needs assessment, identify unmet need(s) to be addressed and report on how services address the unmet needs;
- Projects must provide consumer satisfaction data;
- Projects must report on establishment or maintenance of innovative funding mechanisms that blend Federal, state, local and private funds;

- Projects must report on innovative, interdisciplinary service-delivery mechanisms for development, operation, expansion and enhancement of services; and
- Projects must ensure and report on the meaningful involvement of parents in the planning, implementation, and evaluation of the funded project/services.

#### IV. PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS:

A. **General Requirements:** In order to be considered for a grant award, applicants must submit a complete response to this RFP.

1. Applicants are required to submit three (3) full proposals with original authorized signatures and three (3) copies. Originals shall be so marked. A full proposal includes the complete RFP as issued, Project Narrative and completed ***Attachments A - E***. The copies need only include the Project Narrative and ***Attachments A - E***. The originals and each copy of the proposal should be stapled or clipped securely in the upper left corner. All additional documentation submitted with the proposals should be included with the originals and copies in a single volume. Please do not submit original proposals and copies in 3-ring notebooks, folder or with spiral or other type binding. **A CD of the entire proposal must also be submitted. The CD shall be labeled with the RFP Title, RFP Number, and the Applicant's name.**
2. Proposals shall be signed by an authorized representative of the organization. Proposals that lack required signatures will not be considered. A "Primary Contact" should be identified to participate in the VDSS sponsored trainings on subrecipient monitoring, outcome-based performance, and project and performance evaluation, to ensure appropriate levels of implementation and coordination. Travel expenses to Richmond, VA to attend a one day two-hour training session for up to two staff members may be included in the project budget.
3. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by VDSS, at its discretion. Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.
4. Proposals should be prepared simply and economically, and include a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals must be typed on single-sided "8.5 x 11" white paper, using a standard font size no smaller than 11 point.
5. The proposal Project Narrative may not exceed five (5) pages. The following items will NOT be counted toward the five-page limit: ***All Attachments***, Letters of Support or Collaborative Agreement(s), and Position Descriptions of key staff and leaders of the project.
6. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered consecutively. The proposal should

contain a Table of Contents that cross-references the RFP requirements.

7. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the Applicant's overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Applicant to satisfy a "must" or "shall" requirement does not automatically remove that Applicant from consideration; however, it may affect the overall rating of the Applicants' proposal.
  8. Ownership of all data, materials, and documentation originated and prepared for the state pursuant to the RFP shall belong exclusively to the state and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in the rejection of the proposal.
- B. **Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so the VDSS and review committee may effectively evaluate the organization's capabilities to provide the proposed services. Applicants are required to submit the following items as a complete proposal, in the order listed below (*Attachment F* is a checklist of requirements.)
1. RFP AND ADDENDA
    - Submit the complete RFP and all addenda acknowledgements, if any, signed in ink and filled out, as required.
  2. PROPOSAL SUBMISSION FORM
    - Page 1, the Proposal Cover Sheet should be signed in ink by an authorized representative of the applicant organization.
  3. PROPOSAL SUMMARY - *Attachment A*
    - Must include authorized signature, names and contact information for the staff who will play a key role in implementing the project (i.e., Primary Contact, Project Administrator and Finance Officer – see definitions at end of *Attachment A*) and include the projected number of clients / participants to be served by the project according to identified categories (i.e., Children, Families, Fathers and Mothers).
    - The summary must be organized using the template provided in *Attachment A, Proposal Summary*.

4. DETAILED PROJECT NARRATIVE (5 page limit)

- Include a written Word document description of the project.
- Descriptions that are concise and specific will be viewed most favorably.

**(a) Discussion of Proposed Project**

- Explain the proposed project.
- Include project's goals and objectives and, if applicable, explain collaboration with other agencies, and plans for sustainability.
- Indicate number of clients to be served by geographic area and include demographic description of clients or targeted participants, if applicable.
- Describe activities (outputs) to be conducted to achieve desired outcomes or objectives, and state reason for the selection of activities. The Proposal Work Plan (*Attachment C*) should provide additional detail of activities and timelines.
- Proposals must include measurable outcomes to achieve results in the selected focus area(s). The clarity of the outcomes and the performance measures that will be used to verify those outcomes are critical Award Criteria (*Attachment A*, Proposal Summary). In addition, geographic and rural/urban representation, as well as diversity among project focus areas, will be considered among the Award Criteria.
- Identify all training curricula and assessment tools to be used (if applicable) and cost per participant, if purchased.

**(b) Statement of Need**

- Describe the need for the proposed services or the situation to be addressed, and include current data to support need. It is recommended that the needs assessment information included in the proposal contain data collected since 2005.
- Define the target population and geographic area to be served.
- Describe how the proposal relates to focus areas identified in the RFP.
- Describe input from clients or other stakeholders and community resources used to identify the need, as well as available to assist with the project implementation.

**(c) Capacity and Support**

- Introduce the organization, its history, mission, goals and experience and capabilities to implement the proposed project, or to expand an existing project.
- Provide a brief overview of the structure and function of the organization.
- Describe key leaders and staff who would be involved with implementation of the project, and provide job descriptions.
- Provide information about collaborative partners, their roles, ongoing support level, and experience.
- Demonstrate that project staff understands, acknowledges and respects cultural differences between themselves and their clients, and that the materials used in the project reflects the cultural, linguistic, racial and ethnic diversity of the populations served.
- Document community commitment to the operation of the project through local financial contribution toward the project's budget.

**(d) Project Design**

- i. Specifically, describe the anticipated outcome(s) in measurable terms. Outcomes impact recipients of services and the community and may include, but are not limited to, changes or benefits that occur because of the project activities (outputs).
- ii. Describe the planned activities (outputs) that will be in place to achieve the desirable goals and objectives. Include details on expected project deliverables, products and sustainability.
- iii. Describe the role of each community partner.
- iv. Be sure to complete the template in *Attachment A, Proposal Summary*)

**(e) Evaluation and Performance Measurement**

- i. Include a clear plan for evaluating the accomplishment of the desired outcomes, and state the criteria for success.
- ii. Describe what data will be collected and how. Describe how data will be analyzed and presented to determine the effectiveness of the project.  
Identify all assessment and data collection tools that will be used to assist in the project evaluation.
- iii. The plan should include the key components of a formal process evaluation to include information about how participants will be recruited to the project and how they will be served once they are in the project. The type of information collected is not only vital input for helping to assess project effects, but will also provide feedback that can be helpful in efforts to refine the project intervention and to support replication of successful project components at other locations.

**Note:** *This information will assist VDSS in determining if the underlying model for the project was implemented with integrity, as well as identify variations in services and participants. The information will assist in identifying key similarities and differences across funded projects regarding project objectives, participation levels, service delivery strategies, the environment, and a variety of other areas.*

The Evaluation Plan should:

1. Describe the social, economic, educational, and cultural environment in which the project will operate;
2. Identify project goals and objectives and the extent of variation in these objectives across sites;
3. Establish the underlying logic of the major project strategies and interventions (i.e., how the project interventions are expected to affect fathers involved in the project and their families);
4. Establish the sequence of events and other descriptive information about project design, development, and start-up;
5. Describe major project components/services (i.e., the project interventions), including plans for addressing project shortcomings and implementation delays;

6. Plans for capture participants' goals and objectives and how participants will flow through the service delivery system, including how they may be referred for services outside the project;
7. Describe participant characteristics;
8. Describe client outcomes and changes from pre-participation outcomes;
9. Document costs; and
10. Describe how the project will document previously implemented successful approaches and the feasibility of replication in other localities.

5) **BUDGET AND NARRATIVE OF EXPENSES - *Attachment B***

- Complete the Budget Summary (*Attachment B*), and include a description of each proposed expenditure and justification of the proposed expenditure (i.e., the need for it). Expenses for employee salaries and benefits must be detailed using the 2<sup>nd</sup> page of the form. Travel expenses to Richmond, VA to attend a one day two-hour training session for up to two staff members may be included in the project budget. All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and must apply directly to the project.
- PSSF funding requires a 15.5% local match be included in the total project budget. The proposed budget must identify the source(s) of the local match. The local match may include cash and/or in-kind services, preferably cash (federal/state funds cannot be used as match). A combination of a cash and in-kind match is allowable.

6) **ASSURANCES – *Attachment D*** [attached to the RFP as a PDF document]

- Must be signed by an authorized representative of the organization. Proposals that lack the authorized signatures will not be considered.

7) **W-9 FORM - *Attachment E***

- Complete and submit the Taxpayer Identification Certificate with the proposal.

8) **MEMORANDUMS OF UNDERSTANDING and AGREEMENTS (MOUs/MOAs)**

- Updated MOUs/MOAs established with agencies and organizations directly involved in the proposed project must be included but will not be counted toward the five-page limit for the Project Narrative.

9) **PROPOSAL ENVELOPE / PACKAGE IDENTIFICATION:**

- The signed proposal should be returned in a separate envelope or package addressed as directed on Page 1 of the RFP. The package or envelope should be sealed and identified as follows:

From: (Name of Grantee) / (Street or Box Number) / (City, State, Zip)

Due Date & Time: **August 1, 2011 3:00 P.M. Eastern Standard Time**

RFP Title: 2011 – 2012 VDSS Strengthening Families Initiative  
RFP # CVS-11-083                      Attention: Curtis Smith

- **Note:** If a proposal is not contained in a special envelope upon receipt, the Applicant takes the risk that the envelope, even if marked as described above, may be

inadvertently opened and the information compromised which may cause the proposal to be disqualified. Applications may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other applications should be placed in the envelope. The closing date for receipt of proposals under this Request for Proposals is **Monday, August 1, 2011 3:00 P.M.** Late applications will not be accepted.

## **V. EVALUATION AND AWARD CRITERIA:**

A. **Evaluation Criteria:** A panel comprised of VDSS staff and individuals having knowledge of various family strengthening strategies will review the proposals and make preliminary programmatic and funding recommendations for contract awards. Proposals will be evaluated using the Best-Value Acquisition procedure. Using this procedure, the evaluation will be adjectival and rated using to the following descriptions:

<b>RATING</b>	<b>DESCRIPTION</b>
Exceptional	Exceeds requirements and demonstrates an exceptional understanding of goals and objectives. One or more major strengths exist. No significant weaknesses exist.
Acceptable	Demonstrates an acceptable understanding of goals and objectives of the procurement. There may be strengths and weaknesses, however, strengths outweigh the weaknesses.
Marginal	Demonstrates a fair understanding of the goals and objectives of the procurement. There are weaknesses that outweigh the strengths that exist. These weaknesses will be difficult to overcome.
Unacceptable	Applicant's proposal fails to show an understanding of the goals and objectives of the procurement. The proposal has one or more significant weaknesses.
Incomplete	The proposal did not address the RFP requirements.

To be considered for funding, proposals must meet the stated objectives, general and specific requirements as outlined and published in this RFP. **REFER TO SECTION IV: PROJECT REQUIREMENTS AND SUBMISSION INSTRUCTIONS** for information to be submitted.

**Criteria are listed in the order of importance.**

### **1. Proposed Project**

- Activities, outcomes, goals and objectives are consistent with goals and objectives set forth in the RFP
- Activities/Outcomes Plan specifies services to be provided and uses measurable outcomes
- Activities/Outcomes timeframes for project planning and implementation are reasonable
- Activities/Outcomes services/activities reflect interagency coordination among disciplines identified in the RFP
- Specifies who (staff/volunteers) will provide the services and identifies appropriate and qualified personnel to implement project
- Specifies target population and projected number of clients to be served
- Project presents a reasonable plan for continuation beyond the grant period



**2. Need For Services Established**

- Clearly defines the problem and population to be served
- Uses statistical and other information to document need
- Defines project impact
- Identifies existing resources and ensures unnecessary duplication will not occur
- Specifies whether this is a new or ongoing project and discusses past funding and accomplishments, if the project is ongoing
- Letters from community agencies indicate project will meet a need

**3. Budget**

- Costs are reasonable and consistent with proposed activities/services
- Clearly explains all costs
- Demonstrates ability to maintain records and fiscal accountability
- Clearly documents the amount and sources of the local match

**4. Demonstrates Capability to Carry Out Proposed Project**

- Describes purpose and goals of the lead agency
- Demonstrates adequacy of agency projects, activities, staffing and organizational structure to support proposed project
- Specifies geographic service area
- Demonstrates effective use of community services
- Letters of support exhibit confidence that agency can carry out the proposed project; necessary interagency agreements are present

**5. Evaluation**

- Project Evaluation Plan measures the degree of success in accomplishing project goals and objectives
- The evaluation methodology is clearly described
- The methodology measures quantity and quality of services
- Evaluation plan includes process and outcome evaluation methods
- The evaluation plan includes a method for ongoing review
- Record-keeping and data collection plans are specific and appropriate

- B. Award to Multiple Applicants:** Selection shall be made of two or more applicants deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Negotiations may be conducted with the applicants selected. After negotiations have been conducted with each applicant selected, the agency shall select the applicants which, in its opinion, have made the best proposal and shall award the contract to those applicants. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, Section 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one applicant is fully qualified or that one applicant is clearly more highly qualified than the others under consideration, a contract may be awarded to that applicant. The award document will be a contract incorporating by reference all the requirements, terms and

conditions of the solicitation and the Applicant's proposal, as negotiated.

## **VI. REPORTING AND DELIVERY INSTRUCTIONS:**

- A. The Grantee must furnish VDSS with regular project and financial progress reports and a final report in such form and quantity as VDSS may require, including but not limited to the following:
1. Quarterly progress reports on activities conducted and outcomes achieved during the reporting period, entered on the required reporting form
  2. Quarterly financial progress reports and reimbursement request invoices that include supporting documentation for all expenses incurred during the reporting period (*e.g., purchases of supplies, purchases of client incentives, staff time sheets, client sign-in sheets to document attendance, etc.*)
  3. Quarterly progress and financial reports must be submitted in a timely manner according to the schedule determined and communicated by the VDSS Grant Administrator. **Also, see Section V., Evaluation and Award Criteria**
  4. These records shall be available for review by the Commonwealth and expenditures will be monitored by VDSS. Failure to submit any required reports within the specified time period shall be cause for withholding requested reimbursements, or for revocation, termination or suspension of this contract.
  5. A final report, due no later than 45 days after the end of the contract period. The VDSS Grant Administrator will specify the format of the final report. The final report must include a comprehensive evaluation of the project's effectiveness and whether the anticipated outcomes were achieved. In addition and if applicable, the final report content should include the following:
    - a) Briefly identify any barriers that were encountered and how they were addressed.
    - b) Describe what remains to be accomplished in the original objectives and the plan for continuing the activities of the project and sources of funding to accomplish these objectives.
    - c) List recommendations for future activities by VDSS or other agencies to meet the needs unmet by the grant.
  6. The sub-grantee shall provide any and all fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as prescribed by VDSS to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.

## **VII. OPTIONAL PRE-PROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held on **June 10, 2011 from 10:30 a.m. to 12:30 a.m.** at the Virginia Department of Social Services, 801 East Main Street, Richmond VA 23219-2901. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference is not a prerequisite to submitting a proposal, those who intend to apply are encouraged to attend. **Please bring a copy of the RFP with you.** Any changes resulting from this conference will be posted on eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)), as a written addendum.

After conclusion of the pre-proposal conference, any questions about the specifications of the RFP or RFP documents must be submitted in writing to: Curtis Smith ([curtis.smith@dss.virginia.gov](mailto:curtis.smith@dss.virginia.gov)) no later than **5:00 p.m. on July 25, 2011**, per **Section VIII, GENERAL TERMS AND CONDITIONS, Item I., Clarification of Terms.**

## **VIII. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and projects funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a

bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of Item #1 above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, applicants certify that their proposals are made without collusion or fraud; that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer or subcontractor in connection with their proposal; and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, applicants certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, applicants certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal. However, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective applicant has questions about the specifications or other solicitation documents, the prospective applicant should contact the representative whose name appears on the face of the solicitation no later than (5) five working

days before the due date. Any revisions to the solicitation will be made only by addendum, issued by the contract officer/buyer for this solicitation.

**J. PAYMENT:**

**1. To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time-and-material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

**2. To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition of the award shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, Commonwealth of Virginia *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM, AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF APPLICANTS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the services/furnish the goods, and the applicant shall furnish to the Commonwealth all such information and data for this purpose, as may be requested. The Commonwealth reserves the right to inspect applicant's physical facilities prior to award to satisfy questions regarding the applicant's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such applicant fails to satisfy the Commonwealth that such applicant is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract, at any time, by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties, in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.

- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** An applicant, bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the applicant, bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.
- T. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available, for the purpose of this agreement.

## IX. SPECIAL TERMS AND CONDITIONS:

- A. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which conforms to the provisions of 28 *CFR Section 42.301*, et. seq., Subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required. The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEOP) to VDSS for review. For continuation grant funding that exceed these amounts in any fiscal year, the applicant must submit a statistical update from the previous year's plan.

The applicant/grantee assures that in the event a federal or state court or federal or state



administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the findings to VDSS.

- B. **DEFAULT AND/OR CANCELLATION OF GRANT/CONTRACT:** In the case of failure to deliver services in accordance with the terms and conditions, VDSS, after due oral and written notice, may procure them from other sources. The Purchasing Agency reserves the right to cancel and terminate any resulting grant/contract, in part or in whole, without penalty, upon sixty (60) days written notice to the grantee. In the event the initial grant period is for more than 12 months, the resulting grant/contract shall be terminated by either party, without penalty, after the initial 12 months of the grant period upon 60 days written notice to the other party. Any grant cancellation notice shall not relieve the grantee of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
- C. **CANCELLATION OF CONTRACT:** The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days' written notice to the grantee. The grantee reserves the right to terminate any resulting contract, without penalty, upon thirty (30) days' written notice to the Purchasing Agency.
- D. **RENEWAL OF GRANT:** This grant may be renewed for a period of one year, depending on the availability of agency funding beyond the first year and on grantee performance and progress in Year One.
- E. **EQUIPMENT:** Total requests for equipment costs in excess of \$500 are not allowed. Equipment purchased under the terms of this grant shall be limited to equipment indicated in the approved budget. Equipment purchased under this grant shall be retained by the grantee during the period of performance of the grant. Ownership of equipment purchased under this grant may revert to VDSS at the end of the grant period when such ownership is requested by VDSS in writing. No depreciation or use charges on equipment purchased under this grant shall be claimed on this or any future grant with VDSS or any of its agents.
- F. **GRANTEE PERFORMANCE:** VDSS may monitor and evaluate the grantee's performance under the grant through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the grantee's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this grant shall be a primary consideration for extension of this grant, if applicable, and may be a consideration in future grant awards and negotiations.
- G. **CONFIDENTIALITY:** Any information obtained by the grantee and its representatives concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of state and federal law.
- H. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with VDSS grant funds, shall remain confidential, and copies of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 *CFR Part 22*).

- I. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for VDSS pursuant to any resulting contract shall belong exclusively to the Commonwealth and be subject to public inspection, in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by a grantee shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the grantee must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the grantee in the performance of its obligations under this grant shall be the exclusive property of VDSS. All such materials shall be remitted to the Purchasing Agency upon completion, termination or cancellation of this grant. The grantee shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this grant, without the prior written consent of VDSS.

**Any materials produced under this grant must bear a statement that the project was supported by the Purchasing Agency and identify the title of the funding source. The grantee agrees that any publication (written, visual, or sound, yet excluding press releases, newsletters, and issue analyses) issued by the grantee describing programs or projects funded in whole or in-part with federal funds, shall contain the following statement: “Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Health and Human Services.” The grantee also agrees that two copies of any such publication will be submitted to VDSS to be placed on file and distributed, as appropriate, to other potential grantees or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the grantee.**

- J. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The applicant agrees to complete a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, prior to finalizing any financial agreements pursuant to 28 *CFR* 67.510. This includes consultants under any award.
- K. **SUPPLANTATION OF FUNDS:** The grantee shall not use any funds awarded under this grant to supplant state or local funds, and will use the funds to increase the amount of such funds that would, in the absence of these funds, be made available to promote healthy marriage and stable families.
- L. **AUDIT:** The grantee agrees to retain all books, records and other documents relative to this grant for five (5) years after final payment or until audited by the Commonwealth, whichever is sooner. The grantee further agrees to comply with the organizational audit requirements of OMB Circular A-128, “Audits of State and Local Governments” or the Single Audit Act and OMB Circular A-133.

A grantee/contractor that exceeds \$500,000 or more in combined federal funding is required, at

its expense, to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter, covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

M. **CONTRACTOR AS INDEPENDENT CONTRACTOR**: During the performance of this contract, the grantee shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The grantee/contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.

N. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of VDSS. In the event that the grantee/contractor desires to subcontract some part of the work specified herein, the grantee/contractor shall furnish VDSS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall remain fully liable and responsible for the work to be done by his subcontractors and shall comply with all requirements of the contract.

#### **X. METHOD OF PAYMENT:**

A. **FISCAL ADMINISTRATION**: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

A statement of grant award/acceptance will be signed between VDSS and an authorized representative of the applicant organization upon award of the grant. Upon approval of the grant award, the grantee will be reimbursed for expenses on a quarterly basis, according to the terms of the grant award. Therefore, grantees must be prepared to pay expenses as they are incurred and, then, submit expenditure statements/requests for reimbursement to VDSS on a quarterly basis. The grantee should allow 30 days from the time expenditure statements/requests for funds are received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date the errors are corrected.

The grantee will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth.

B. **EXPENDITURES**: VDSS may elect to make payments via direct deposit (electronic data interchange – EDI). If this option is used, grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. All expenditures made pursuant to this Contract (see **Attachment B, Budget Summary**) shall be for services and related matters as described in the approved Proposal Work Plan (see **Attachment C**) and must be in accordance with the laws of the Commonwealth of Virginia and the United States of America. Expenditures are also subject to the A-102 Common Rule and OMB Circular A-87. The web link to all Office of Management and Budget (OMB) Circulars can be found at:

<http://www.whitehouse.gov/omb/circulars/index.html>. Payment for services provided will be on a reimbursement basis. For-profit organizations may not realize a profit from any contract resulting from this solicitation.

a. **Prohibited Expenditures:** No contract funds shall be expended for the following:

- (1) Any expenses other than those necessarily incurred in the performance of the Contract.
- (2) Costs for which other sources of funds are available to carry out the purposes or activities of the project.
- (3) The cost of meals and incidentals for employees or officials of the Grantee except when on out of town travel status.
- (4) Costs incurred before the effective date of the Contract, unless incurred with the prior approval of VDSS, the Purchasing Agency.
- (5) The payment of any salary or compensation to a federal employee.
- (6) Payment of any consultant fee, or honorarium, to any officer or employee of VDSS or any state, municipality or local agency for services normally paid for by such employee's regular salary, wage and overtime compensation to such officers and employees consistent with the established personnel policies of the employing agency.
- (7) The payment of portions of any salary in excess of the proportion of actual time spent in carrying out the Contract.
- (8) Deviations greater than ten percent or \$500.00, whichever is more, of a budgeted line item contained in the Approved Budget, without prior written approval by VDSS.
- (9) Equipment purchases over \$500.00, without prior written approval from VDSS or unless specified in the approved budget.
- (10) Any expenses for rent or space use. [This refers to rent or fees for use of the organization's office space or portions thereof. Occasional rental of meeting space at a hotel or other facility for specific project activities is permitted if specified in the budget and approved by VDSS, the Purchasing Agency.]
- (11) Any new construction, major repair, capital expenses, physical improvements, mortgage payments, or related interest payments, real estate or property taxes or entertainment.

B. **COMPENSATION:** Compensation to the grantee for delivered services shall be as follows:

1. The grantee shall be paid on a cost- reimbursable basis.
2. Actual expenditures shall be invoiced pursuant to approved line-item budget categories.
3. No amendments to the approved budget may be made without the prior written approval of VDSS. No more than two (2) budget amendments will be permitted during the grant period. Budget amendments must be requested in writing and be accompanied by a narrative. No budget amendments will be allowed after August 31 for grants operating on the federal fiscal year (October 1 – September 30).
4. All revenue from the sale of products derived through activities performed pursuant to this grant shall be reported to the Purchasing Agency and may be applied as an adjustment to defray costs for the Purchasing Agency.

5. The invoice period shall be quarterly. The grantee shall invoice VDSS each quarter on forms supplied by VDSS and shall submit an expenditure statement/request for funds, receipts for all purchases, and employee payroll documents. Grantees must submit a financial report showing no services delivered if that is the case in any invoice period. VDSS shall not be obligated to pay for services when the grantee fails to submit quarterly expenditure statements/requests for funds and a financial report for such services within thirty (30) calendar days after the close of the quarter in which the services were delivered. Expenditure statements/requests for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the complete expenditure statement/request for funds and required supporting documentation.
6. If the grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the Purchasing Agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. Failure to submit any required reports within the specified time period may result in revocation, termination or suspension of the contract. All services provided by the grantee pursuant to this grant shall be performed to the satisfaction of VDSS and in accord with applicable federal, state and local laws, ordinances, rules and regulations. The grantee shall not receive payment for work found by VDSS to be unsatisfactory or performed in violation of federal, state or local laws, ordinances, rules or regulations.

## **2010–2011 VDSS STRENGTHENING FAMILIES INITIATIVE**

**CERTIFICATION:** I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

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Authorized Representative of Applicant

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Date

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**XI. ATTACHMENTS:**

- A. Proposal Summary
- B. Budget Summary
- C. Proposal Work Plan
- D. Assurances – Non-Construction Projects [attached to RFP in PDF format]
- E. W-9 Form